

**Instructions for completing the Letter of Assurance (LOA)**

1. This form is for items that will be exported outside of the United States, Canada, New Zealand, Japan, Australia, Norway, the United Kingdom or the European Union. This includes items which will be indirectly sent outside of the above locations. Example: Items will be sent to Germany, and then re-exported to China. Items will be sent to a U.S. address, but exported to Brazil.
2. This form serves as validation for the use of export licenses and permits obtained by Barracuda Networks to export items. Customers, distributors and resellers may have additional import permits or local requirements which are their sole responsibility.
3. This form is good for a maximum of one year for sales of hardware, or the term of the contract for virtual software or continuing software renewals. ***\*See #11 and #12 below for additional details.***
4. Use of Letterhead: **The form MUST be completed on the submitting company’s letterhead**. If the customer has a PO Box on their letterhead, please have them disclose a physical address on the form.
5. The name of the company who will receive/possess/use the property, and the full and complete address.
6. List or detail the Barracuda product(s) to be purchased, generally, e.g. Spam and Virus Firewall, BNG F280, Web Filter, or model number or name, ***and for what purpose they will be used.***
7. Actual End User Address: Must be complete and match that of any applicable order**.** \*If company name differs from that of the header (ie. affiliate, etc.), full company name of end user must be stated here, as well.
8. Please check the applicable box - **one only.** If box checked asks for additional info, please ensure it is included.
9. Please check the primary business type of the **end user.** Examples: Pam’s Frozen Yogurt sells ice cream products. They are privately owned and would be considered “civilian.” A distributor, who may sell to military, government, and civilian entities, is themselves a civilian or private company, so “civilian” is checked. A government agency that is in charge of rural agricultural development would have the “government” box checked. The Naval Academy of Canada would select “military.”

**\*Note: Government orders may require Barracuda to obtain an export license from the government prior to any shipments.**

1. Many export licenses require that the actual use of a “dual use item”, like Barracuda’s appliances, be disclosed when a sale to a military or government agency is made. The “end use” question is intended to discern if the Barracuda appliance will be used to support chemical, nuclear, or biological weapons proliferation, development, design or distribution. A simple statement about how the appliance will be used will help Barracuda to use the correct export license or permit. Example: “The Spam and Virus Firewall will be used by the Algerian Government Coconut Promotion Agency for operations and website security.” “The military veteran’s hospital will use the SSL-VPN appliance to protect and transmit patient records.”
2. The Letter of Assurance will provide coverage for the order for which it was issued, and for any subsequent orders by the ***same end user, for the same product as detailed on said LOA, and for the same noted end user address***, for a period of twelve (12) months. After twelve months, a new LOA will be required.
3. In the case of software renewals, ***except in a case where an export license is required***, the LOA issued for the original order may be utilized for said renewal, so long as there is **no change** to the end user, end use, product type and end user address. **Any** change will require a new LOA to be issued for the renewal. This provision is applicable only to the term of the specific, covered contract. (12 month rule will not apply).
4. Signature of the person empowered to sign for the company. Original signatures (not electronic) when at all possible.
5. Full first and last name of the person who signed the document.
6. The job title or position of the person signing the document, e.g. “President.” “Legal Counsel.”
7. Date that the item is signed. (Note: Specified format must be followed.)
8. Company Name & Stamp/Seal: Name of the company refers to the company completing the document; full and complete information required. Stamp/Seal: Please affix your company seal or stamp in this area.
9. All completed LOA’s can be sent to Barracuda electronically for review and acceptance.

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**Letter of Assurance**

*(4)* ***This form must be completed on your company letterhead****.*

\*I/We (name **and address** of person, firm or company) \_\_\_\_\_\_\_\_\_(**5**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_certify that the items, goods or services, including renewals, and technical support, shown below have been ordered by \*me/us from Barracuda Networks. Instructions for completing this form at: [www.barracuda.com/tradecompliance](http://www.barracuda.com/tradecompliance);“LOA Instructions.”

*The goods to be supplied are* from Barracuda Networks may include Barracuda E-Mail Security Products (Spam, E-Mail Security Services), Web Security (Web Filter, Web Security Service), Network Security Products (Firewalls, SSL-VPN), Web Application Security products, Integrated Virtualization platforms (Security Suite), Data Protection (Backup, Archiving products) , File Sync and Sharing, Load and Link Balancing, Access Controls, and Network and Access Controls products*, and are for the following purpose(s):*

…………………………………………………..…………………**(6)** …………………………..…………………………………………………..………………………………………

*and are for delivery to the following consignee\* or end user address(es)* – Consignee/End User Street Address, City, State, and Country, if different than address on letterhead. Please use the **exact** addresses where products may be delivered (multiple addresses okay if they are in the same country.) (**NO PO BOXES**) …………………………………………………..……………………………………………………………………………………………………………………………………………..

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Please select **one** of the following: **(8)**

1. \*I/We also certify that the goods above are for \*my/our own use and will not be re-exported

**or**

 \*I/We also certify that we intend to sell the goods above to bona fide customers in (name of countries\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and they will not be re-exported.

**or**

 \*I/We certify that the goods above are for supply direct to the [name of country\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] Government against Government Purchase Order/Contract Number [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]."

2. Type of Business (Check applicable): Civilian \_\_\_ \*Military \_\_\_\_ \*Government \_\_\_\_ **(9)**

 \*If military or government, please describe the function of the government entity using the device) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(10)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\*Note: Military or Government End User shipments may require a US export license**

3. Signing this document confirms the following:

\*I/We confirm that the goods above will not be used for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will \*it/they be resold if \*I/we know or suspect that \*it/they are intended or likely to be used for such a purpose.

\*I/We confirm that the items above will not be re-exported or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo;

\*I/We confirm that the items, above or any replica of them, will not be used in any nuclear explosive activity ⁪ or unsafeguarded nuclear fuel cycle‡.

Products and technical information provided by Barracuda Networks are subject to the applicable export laws and regulations of the United States (“U.S.”), as well as other countries where such products and technical information are located. Barracuda products may not be transferred to any of the U.S. embargoed countries including **Cuba, Iran, North Korea, Syria, or the Crimean Region,** to any party denied export privileges by the local government in which this transaction occurs, or by the U.S. government, unless applicable U.S. and local export authorizations (permits, licenses) have been obtained. Goods will not be re-exported or otherwise re-sold or transferred to a destination subject to UN, EU or OSCE embargo where that act would be in breach of the terms of that embargo.

Signed……………………**(12)**….............………………............ Name……………………**(13)**………………….........................

 (BLOCK CAPITAL LETTERS)

Status /Job Title: …………**(14)**…………………………........... Date: ……….. day of ……**(15)**………….., 20……

 (day) (month) (year)

Company Name: ............**(16)**..............................................

& **Stamp/Seal**

*\* This document will be valid for one year (12 months) from the date of signature for like product shipments and transfers to the identical end user and address. A new Letter of Assurance will be required for differing end user addresses and/or purchased product(s), and once the 12 month period of validity has expired.*

*🟄 An up-to-date list of applicable destinations subject to arms embargoes can be found* [*https://www.gov.uk/current-arms-embargoes-and-other-restrictions*](https://www.gov.uk/current-arms-embargoes-and-other-restrictions)*; includes research on or development, design, manufacture, construction, testing or maintenance of any nuclear explosive device or components of subsystems of such a device.*

*‡ includes research on or development, design, manufacture, construction, operation or maintenance of any reactor, critical facility, conversion plant, fabrication plant, reprocessing plant, plant for the separation of isotopes of source or special fissionable material, or separate storage installation, where there is no obligation to accept IAEA safeguards at the relevant facility or installation, existing or future, when it contains any source or special fissionable material; or of any heavy water production plant where there is no obligation to accept IAEA safeguards on any nuclear material produced by or used in connection with any heavy water produced therefrom; or where any such obligation is not met.*